

ORIGINAL

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

FILED
U.S. DISTRICT COURT
NORTHERN DIST. OF TX
FT. WORTH DIVISION

2012 SEP 20 PM 12:09

CLERK OF COURT

ANDREW J. GONZALEZ

Plaintiff.

v.

FIA CARD SERVICES, N.A.

Defendant.

CIVIL ACTION NO.

4-12CV-665 A

TRIAL BY JURY DEMANDED

COMPLAINT FOR VIOLATIONS OF THE FCRA

JURISDICTION

1. Jurisdiction of this court arises under 15 U.S.C. § 1681p and 28 U.S.C. § 1331.
2. All conditions precedent to the bringing of this action, have been performed.

PARTIES

3. The Plaintiff in this lawsuit is ANDREW J. GONZALEZ, a natural person, who resides in the State of Texas, in the County of Tarrant, and City of Fort Worth.
4. The Defendant in this lawsuit is FIA CARD SERVICES, N.A. ("FIA") a company with offices at 1100 N. King St. Wilmington, Delaware 19884.

VENUE

5. The occurrences which give rise to this action occurred in Tarrant County, Texas and Plaintiff resides in Tarrant County, Texas.
6. Venue is proper in the Northern District of Texas.

FACTUAL ALLEGATIONS

7. Plaintiff individually, hereby sues Defendant FIA for violations of the Fair Credit Reporting Act (FCRA) 15 U.S.C. § 1681 *et seq.*
8. On February 01, 2011, March 01, 2011, April 01, 2011, May 01, 2011, June 01, 2011, August 01, 2011, October 01, 2011, November 01, 2011 and January 01, 2012 Defendant FIA had pulled Trans Union consumer report without permissible purpose.
9. At no time did Plaintiff ever have a relationship of any kind with Defendant FIA as defined within The Fair Credit Reporting Act 15 U.S.C. § 1681b(3)(A)-(F).
10. Based on information and belief, Defendant FIA did not have a lawful purpose for requesting, obtaining and using Plaintiff's consumer report from Trans Union on February 01, 2011, March 01, 2011, April 01, 2011, May 01, 2011, June 01, 2011, August 01, 2011, October 01, 2011, November 01, 2011 and January 01, 2012 .
Therefore, Defendant's request, acquisition and use of Plaintiff's consumer report was in violation of the Fair Credit Reporting Act, 15 U.S.C 15 § 1681b(f).
11. Defendant's failure to comply with the Fair Credit Reporting Act when it requested, obtained and used Plaintiff's TransUnion consumer report on February 01, 2011, March 01, 2011, April 01, 2011, May 01, 2011, June 01, 2011, August 01, 2011, October 01, 2011, November 01, 2011 and January 01, 2012 was willful, as contemplated under 15 U.S.C. § 1681n under the Fair Credit Reporting Act. As a result of said conduct by Defendant, Plaintiff has been damaged.
12. In the alternative, Defendant's failure to comply with the Fair Credit Reporting Act when it requested, obtained and used Plaintiff's consumer report on February 01, 2011, March 01, 2011, April 01, 2011, May 01, 2011, June 01, 2011, August 01, 2011, October 01,

2011, November 01, 2011 and January 01, 2012 was negligent, as contemplated under 15 U.S.C. § 1681o under the Fair Credit Reporting Act. As a result of said conduct by Defendant, Plaintiff has been damaged.

13. Discovery of FIA violation of The Fair Credit Reporting Act 15 U.S.C § 1681b(f) occurred on July 25, 2012 and is within the statutes of limitations as defined by The Fair Credit Reporting Act 15 U.S.C § 1681p.
14. On July 26, 2012 Plaintiff sent a letter to FIA requesting proof that permission was given to pull consumer credit report by United States Postal Service certified mail # 7011 3500 0001 0069 1109.
15. On August 03, 2012 Defendant FIA sent a letter in response to Plaintiff's request on July 26, 2012 via United States Postal Service first class mail.
16. Defendant stated in letter dated August 03, 2012 to Plaintiff ANDREW J. GONZALEZ via United States Postal Service first class mail that "We have notified the appropriate consumer reporting agencies and asked them to remove the inquiries that posted to your credit file..."
17. On September 04, 2012 Plaintiff sent a notice of the violation to FIA by United States Postal Service certified mail #7011 3500 0001 0068 6204 with return receipt. This was in an effort to mitigate damages and reach a settlement for their violation in obtaining Plaintiff's consumer report on February 01, 2011, March 01, 2011, April 01, 2011, May 01, 2011, June 01, 2011, August 01, 2011, October 01, 2011, November 01, 2011 and January 01, 2012 before taking civil action against Defendant.
18. Plaintiff has not received any response to correspondence sent to Defendant via United States Postal Service certified mail #7011 3500 0001 0068 6204.

COUNT I

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL
NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

19. Paragraphs 1 through 18 are re-alleged as though fully set forth herein.
20. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
21. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).
22. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.
23. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
24. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer credit report. Such permissible purposes as defined by 15 U.S.C. § 1681b are generally, if the consumer makes application for credit, makes application for employment, for underwriting of insurance involving the consumer, or is offered a bona fide offer of credit as a result of the inquiry.
25. The actions of Defendant obtaining the Trans Union consumer report on February 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
26. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.

27. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

28. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT II

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

29. Paragraphs 1 through 28 are re-alleged as though fully set forth herein.

30. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

31. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

32. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

33. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

34. The actions of Defendant obtaining the Trans Union consumer report on March 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

35. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.

36. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

37. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT III

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

38. Paragraphs 1 through 37 are re-alleged as though fully set forth herein.

39. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

40. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

41. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

42. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

43. The actions of Defendant obtaining the Trans Union consumer report on April 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation

of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

44. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.
45. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
46. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT IV

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

47. Paragraphs 1 through 46 are re-alleged as though fully set forth herein.
48. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
49. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).
50. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.
51. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

52. The actions of Defendant obtaining the Trans Union consumer report on May 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
53. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.
54. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
55. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT V

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL
NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

56. Paragraphs 1 through 55 are re-alleged as though fully set forth herein.
57. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
58. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).
59. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

60. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C.

§1681a(d).

61. The actions of Defendant obtaining the Trans Union consumer report on June 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

62. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.

63. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

64. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT VI

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

65. Paragraphs 1 through 64 are re-alleged as though fully set forth herein.

66. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

67. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

68. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

69. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

70. The actions of Defendant obtaining the Trans Union consumer report on August 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

71. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.

72. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

73. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT VII

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

74. Paragraphs 1 through 73 are re-alleged as though fully set forth herein.

75. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

76. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

77. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

78. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

79. The actions of Defendant obtaining the Trans Union consumer report on October 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

80. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.

81. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

82. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT VIII

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL
NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

83. Paragraphs 1 through 82 are re-alleged as though fully set forth herein.
84. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
85. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).
86. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.
87. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
88. The actions of Defendant obtaining the Trans Union consumer report on November 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
89. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.
90. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
91. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT IX

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, WILLFUL NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

92. Paragraphs 1 through 91 are re-alleged as though fully set forth herein.
93. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
94. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).
95. FIA is a furnisher of information within the meaning of Fair Credit Reporting Act, 15 U.S.C. 1681s-2.
96. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
97. The actions of Defendant obtaining the Trans Union consumer report on January 01, 2012, for the Plaintiff with no permissible purpose or Plaintiff's consent was a willful violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
98. At no time has the Defendant FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report.
99. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

100. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681n.

COUNT X

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681,
NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

101. Paragraphs 1 through 100 are re-alleged as though fully set forth herein.

102. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

103. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

104. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

105. Consumer Report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

106. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.

107. The actions of Defendant obtaining the Trans Union consumer report on February 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

108. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

109. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XI

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

110. Paragraphs 1 through 109 are re-alleged as though fully set forth herein.

111. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

112. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

113. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

114. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

115. The actions of Defendant obtaining the Trans Union consumer report on March 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent

violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

116. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

117. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XII

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

118. Paragraphs 1 through 117 are re-alleged as though fully set forth herein.

119. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

120. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

121. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

122. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

123. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.
124. The actions of Defendant obtaining the Trans Union consumer report on April 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
125. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
126. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XIV

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

127. Paragraphs 1 through 126 are re-alleged as though fully set forth herein.
128. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).
129. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

130. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.
131. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
132. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.
133. The actions of Defendant obtaining the Trans Union consumer report on May 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
134. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
135. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XV

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681,
NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

136. Paragraphs 1 through 135 are re-alleged as though fully set forth herein.

137. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

138. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

139. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

140. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

141. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.

142. The actions of Defendant obtaining the Trans Union consumer report on June 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

143. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

144. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XVI

**VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681,
NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.**

145. Paragraphs 1 through 144 are re-alleged as though fully set forth herein.

146. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

147. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

148. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

149. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. § 1681a(d).

150. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.

151. The actions of Defendant obtaining the Trans Union consumer report on August 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

152. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

153. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XVII

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

154. Paragraphs 1 through 153 are re-alleged as though fully set forth herein.

155. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

156. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

157. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

158. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

159. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.

160. The actions of Defendant obtaining the Trans Union consumer report on October 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

161. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

162. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XVIII

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

163. Paragraphs 1 through 162 are re-alleged as though fully set forth herein.

164. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

165. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

166. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

167. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).
168. The Fair Credit Reporting Act, 15 U.S.C. § 1681b defines the permissible purposes for which a person may obtain a consumer report.
169. The actions of Defendant obtaining the Trans Union consumer report on November 01, 2011, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.
170. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.
171. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

COUNT XIX

VIOLATION OF THE FAIR CREDIT REPORTING ACT, 15 U.S.C. § 1681, NEGLIGENT NON-COMPLIANCE BY DEFENDANT FIA CARD SERVICES, N.A.

172. Paragraphs 1 through 171 are re-alleged as though fully set forth herein.
173. Plaintiff is a consumer within the meaning of the FCRA, 15 U.S.C. § 1681a(c).

174. Trans Union is a consumer reporting agency within the meaning of FCRA, 15 U.S.C. § 1681a(f).

175. FIA is a furnisher of information within the meaning of The Fair Credit Reporting Act, 15 U.S.C. 1681s-2.

176. Consumer report is a consumer report within the meaning of the FCRA, 15 U.S.C. §1681a(d).

177. The actions of Defendant obtaining the Trans Union consumer report on January 01, 2012, for the Plaintiff with no permissible purpose or Plaintiff's consent was a negligent violation of Fair Credit Reporting Act, 15 U.S.C. § 1681b(f) as defined by Fair Credit Reporting Act, 15 U.S.C. § 1681b.

178. At no time has FIA ever indicated what justification they may have had for obtaining Plaintiff's consumer report. The defendant had a duty to properly ascertain if there was any legitimate permissible purpose before obtaining Plaintiff's consumer report and Defendant breached said duty by failing to do so.

179. There was no account that the Defendant had that would have given the Defendant permissible purpose to obtain Plaintiff's consumer report and therefore Plaintiff is entitled to damages for breach of said duty.

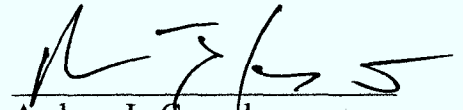
WHEREFORE, Plaintiff demands judgment for damages against Defendant FIA for statutory damages, any attorney's fees, and costs pursuant to 15 U.S.C. § 1681o.

DEMAND FOR JURY TRIAL

Plaintiff is entitled to and hereby demands trial by jury.

Dated: September 20, 2012

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'A. J. Gonzalez', written over a horizontal line.

Andrew J. Gonzalez
3451 River Park Drive
Apt#1211
Fort Worth, Texas 76116
(817) 975-5655
gonandrew@yahoo.com

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FORT WORTH DIVISION

ANDREW J. GONZALEZ

Plaintiff.

v.

FIA CARD SERVICES, N.A.

Defendant.

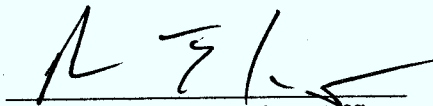
VERIFICATION OF COMPLAINT

STATE OF TEXAS
COUNTY OF TARRANT

BEFORE ME personally appeared ANDREW J. GONZALEZ who, being by me first duly sworn and identified in accordance to Texas law, deposes and says:

1. My name is Andrew J. Gonzalez, Plaintiff herein.
2. I have read and understood the attached foregoing complaint filed herein, and each fact alleged therein is true and correct of my own personal knowledge.

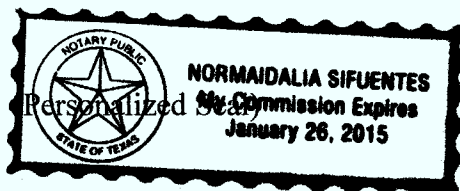
FURTHER THE AFFIANT SAYETH NAUGHT.


Andrew J. Gonzalez, Affiant

State of Texas

County of Tarrant

SWORN TO and subscribed before me, a notary public, on this 20th day of Sept 2012 personally appeared Andrew Gonzalez, known to me through description of identity card to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are true and correct.




Notary Public's Signature

JS 44 (Rev. 09/11)

CIVIL COVER SHEET

The JS 44 civil coversheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

ANDREW J GONZALEZ

DEFENDANTS

FIA CARD SERVICES, N.A.

(b) County of Residence of First Listed Plaintiff **TARRANT**

(EXCEPT IN U.S. PLAINTIFF CASES)

County of Residence of First Listed Defendant **NEW CASTLE**

(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

(c) Attorneys (Firm Name, Address, and Telephone Number)

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☐ 1 U.S. Government Plaintiff
- ☒ 3 Federal Question (U.S. Government Not a Party)
- ☐ 2 U.S. Government Defendant
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES	
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excl. Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Med. Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input type="checkbox"/> 690 Other LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Mgmt. Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Empl. Ret. Inc. Security Act IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 463 Habeas Corpus - Alien Detainee (Prisoner Petition) <input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 840 Trademark SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g)) FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609	<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input checked="" type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS <input type="checkbox"/> 510 Motions to Vacate Sentence Habeas Corpus: <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement			

V. ORIGIN

(Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from another district (specify)
- ☐ 6 Multidistrict Litigation

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

15 U.S.C. § 1681

Brief description of cause:

Violations of The Fair Credit Reporting Act

VII. REQUESTED IN COMPLAINT:☐ CHECK IF THIS IS A CLASS ACTION UNDER F.R.C.P. 23

DEMAND \$

CHECK YES only if demanded in complaint:

JURY DEMAND: ☒ Yes ☐ No**VIII. RELATED CASE(S)**

PENDING OR CLOSED:

(See instructions):

JUDGE

DOCKET NUMBER

DATE

09/20/2012

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

FW 017790

AMOUNT

\$350.00

APPLYING IFP

JUDGE

MAG. JUDGE

INSTRUCTIONS FOR ATTORNEYS COMPLETING CIVIL COVER SHEET FORM JS 44**Authority For Civil Cover Sheet**

The JS 44 civil cover sheet and the information contained herein neither replaces nor supplements the filings and service of pleading or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. Consequently, a civil cover sheet is submitted to the Clerk of Court for each civil complaint filed. The attorney filing a case should complete the form as follows:

I. (a) Plaintiffs-Defendants. Enter names (last, first, middle initial) of plaintiff and defendant. If the plaintiff or defendant is a government agency, use only the full name or standard abbreviations. If the plaintiff or defendant is an official within a government agency, identify first the agency and then the official, giving both name and title.

(b) County of Residence. For each civil case filed, except U.S. plaintiff cases, enter the name of the county where the first listed plaintiff resides at the time of filing. In U.S. plaintiff cases, enter the name of the county in which the first listed defendant resides at the time of filing. (NOTE: In land condemnation cases, the county of residence of the "defendant" is the location of the tract of land involved.)

(c) Attorneys. Enter the firm name, address, telephone number, and attorney of record. If there are several attorneys, list them on an attachment, noting in this section "(see attachment)".

II. Jurisdiction. The basis of jurisdiction is set forth under Rule 8(a), F.R.C.P., which requires that jurisdictions be shown in pleadings. Place an "X" in one of the boxes. If there is more than one basis of jurisdiction, precedence is given in the order shown below.

United States plaintiff. (1) Jurisdiction based on 28 U.S.C. 1345 and 1348. Suits by agencies and officers of the United States are included here.

United States defendant. (2) When the plaintiff is suing the United States, its officers or agencies, place an "X" in this box.

Federal question. (3) This refers to suits under 28 U.S.C. 1331, where jurisdiction arises under the Constitution of the United States, an amendment to the Constitution, an act of Congress or a treaty of the United States. In cases where the U.S. is a party, the U.S. plaintiff or defendant code takes precedence, and box 1 or 2 should be marked.

Diversity of citizenship. (4) This refers to suits under 28 U.S.C. 1332, where parties are citizens of different states. When Box 4 is checked, the citizenship of the different parties must be checked. (See Section III below; federal question actions take precedence over diversity cases.)

III. Residence (citizenship) of Principal Parties. This section of the JS 44 is to be completed if diversity of citizenship was indicated above. Mark this section for each principal party.

IV. Nature of Suit. Place an "X" in the appropriate box. If the nature of suit cannot be determined, be sure the cause of action, in Section VI below, is sufficient to enable the deputy clerk or the statistical clerks in the Administrative Office to determine the nature of suit. If the cause fits more than one nature of suit, select the most definitive.

V. Origin. Place an "X" in one of the seven boxes.

Original Proceedings. (1) Cases which originate in the United States district courts.

Removed from State Court. (2) Proceedings initiated in state courts may be removed to the district courts under Title 28 U.S.C., Section 1441. When the petition for removal is granted, check this box.

Remanded from Appellate Court. (3) Check this box for cases remanded to the district court for further action. Use the date of remand as the filing date.

Reinstated or Reopened. (4) Check this box for cases reinstated or reopened in the district court. Use the reopening date as the filing date.

Transferred from Another District. (5) For cases transferred under Title 28 U.S.C. Section 1404(a). Do not use this for within district transfers or multidistrict litigation transfers.

Multidistrict Litigation. (6) Check this box when a multidistrict case is transferred into the district under authority of Title 28 U.S.C. Section 1407. When this box is checked, do not check (5) above.

Appeal to District Judge from Magistrate Judgment. (7) Check this box for an appeal from a magistrate judge's decision.

VI. Cause of Action. Report the civil statute directly related to the cause of action and give a brief description of the cause. **Do not cite jurisdictional statutes unless diversity.** Example: U.S. Civil Statute: 47 USC 553
Brief Description: Unauthorized reception of cable service

VII. Requested in Complaint. Class Action. Place an "X" in this box if you are filing a class action under Rule 23, F.R.Cv.P.

Demand. In this space enter the dollar amount (in thousands of dollars) being demanded or indicate other demand such as a preliminary injunction.

Jury Demand. Check the appropriate box to indicate whether or not a jury is being demanded.

VIII. Related Cases. This section of the JS 44 is used to reference cases that are related to this filing, if any. If a related case exists, whether pending or closed, insert the docket numbers and the corresponding judge names for such cases. A case is "related" to this filing if the case: (1) involves some or all of the same parties and is based on the same or similar claim; (2) involves the same property, transaction, or event; (3) involves substantially similar issues of law and fact; and/or (4) involves the same estate in a bankruptcy appeal.

Date and Attorney Signature. Date and sign the civil cover sheet.